

SAS Ambulance Service, Inc., d/b/a Florida Ambulance Service; MSK Ambulance Service, Inc., d/b/a Atlas Ambulance Service; and LBJ Ambulance Service, Inc., d/b/a C & R Ambulance Service and SAS Ambulance Workers Organizing Committee, 1199, National Union of Hospital & Health Care Employees, RWDSU, AFL-CIO. Case 12-CA-8960

March 26, 1981

DECISION AND ORDER

On October 15, 1980, Administrative Law Judge J. Pargen Robertson issued the attached Decision in this proceeding. Thereafter, Respondent filed exceptions and a supporting brief.

The Board has considered the record and the attached Decision in light of the exceptions and brief and has decided to affirm the rulings, findings, and conclusions¹ of the Administrative Law Judge and to adopt his recommended Order.²

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board adopts as its Order the recommended Order of the Administrative Law Judge and hereby orders that the Respondent, SAS Ambulance Service, Inc., d/b/a Florida Ambulance Service; MSK Ambulance Service, Inc., d/b/a Atlas Ambulance Service; and LBJ Ambulance Service, Inc., d/b/a C & R Ambulance Service, Pinellas County, Florida, its officers, agents, successors, and assigns, shall take the action set forth in the said recommended Order, except that the attached notice is substituted for that of the Administrative Law Judge.

¹ We do not rely upon the Administrative Law Judge's citation of *Johnnie's Poultry Co.*, 146 NLRB 770 (1964), in fn. 9 of his Decision. *Johnnie's Poultry* sets forth standards under which an employer may question employees in order to investigate issues raised in an unfair labor practice complaint and prepare for a hearing. In the usual situation, the test of whether an employer's interrogation of an employee violates Sec. 8(a)(1) is whether, under all the circumstances, the interrogation reasonably tends to restrain or interfere with employees in the exercise of rights guaranteed them by the Act. *Blue Flash Express, Inc.*, 109 NLRB 591, 593 (1954).

² Member Jenkins would modify the Order to require interest to be computed in the manner set forth in his partial dissent in *Olympic Medical Corporation*, 250 NLRB 146 (1980).

APPENDIX

NOTICE TO EMPLOYEES POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD An Agency of the United States Government

WE WILL NOT interrogate our employees concerning their activities on behalf of Nation-

al Union of Hospital & Health Care Employees, RWDSU, AFL-CIO, or any other labor organization.

WE WILL NOT tell our employees to cease and desist their union activities.

WE WILL NOT threaten our employees with discharge unless they cease their union activities.

WE WILL NOT threaten our employees to make their working conditions worse by requiring them to stay in their ambulances 24 hours a day rather than in a zone office because of their union activities.

WE WILL NOT threaten to deprive our employees of planned wage increases because of their union activities.

WE WILL NOT prohibit our employees from contacting persons or organizations outside the Company because of their union activities.

WE WILL NOT prohibit our employees from having visitors in zone offices because of their union activities.

WE WILL NOT criticize or threaten to sue our employees because they cooperate or give a statement to the National Labor Relations Board.

WE WILL NOT discharge or fail, or refuse, to reinstate our employees because of their union activities.

WE WILL offer Ronald Hollins and Nicholas Bojack immediate and full reinstatement to their former jobs or, if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or other rights and privileges.

WE WILL make Hollins and Bojack whole for any loss of earnings they may have suffered as a result of our discrimination against them, with interest.

WE WILL NOT in any other manner interfere with, restrain, or coerce our employees in the exercise of rights guaranteed them in Section 7 of the National Labor Relations Act, as amended.

WE WILL offer Ronald Hollins and Nicholas Bojack immediate and full reinstatement to their former jobs or, if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or other rights and privileges.

WE WILL make Hollins and Bojack whole for any loss of earnings they may have suf-

ferred as a result of our discrimination against them, with interest.

SAS AMBULANCE SERVICE, INC.,
D/B/A FLORIDA AMBULANCE SERVICE;
MSK AMBULANCE SERVICE, INC.,
D/B/A ATLAS AMBULANCE SERVICE;
AND LBJ AMBULANCE SERVICE, INC.,
D/B/A C & R AMBULANCE SERVICE

DECISION

STATEMENT OF THE CASE

J. PARGEN ROBERTSON, Administrative Law Judge: This case was heard on May 12 and 13, 1980, in Tampa, Florida. The charge was filed on January 15, 1980. The complaint, which issued on February 7, 1980, was amended at the hearing. The complaint alleges that Respondent violated Section 8(a)(1) of the Act by threatening employees with discharge and other unspecified reprisals if they did not cease and desist their union activities; threatening its employees with the loss of a pay raise because they had engaged in union activities; threatening its employees with more onerous working conditions if they did not cease their union activities; promulgating and maintaining rule prohibiting all solicitation for the Union and prohibiting all distribution of union literature by its employees at any place and any time; promulgating and maintaining a rule prohibiting its employees from contacting the media or any outside agency with information about Respondent; threatening its employees with discharge for violating the allegedly illegal solicitation and distribution rules; interrogating employees about their union activities; imposing a no-visitation rule because of its employees' union activities; and threatening its employees with the loss of pay raise due to legal fees incurred because of its employees' organizing activities. The complaint alleges a violation of Section 8(a)(1) and (3) by the discharge of employees Ronald Hollins and Nicholas Bojack. The complaint, through an amendment made during the hearing, also alleges that Respondent violated Section 8(a)(4) by informing its employee that he was aware that the employee had given statements to the National Labor Relations Board and threatening that employee with a lawsuit because the employee had given those statements.

Upon the entire record, my observation of the witnesses, and after due consideration of the briefs filed by General Counsel and Respondent, I hereby make the following:

FINDINGS¹

On November 15, 1979, a group of four of Respondent's employees met to consider union organization. Al-

leged discriminatee Ronald Hollins spoke with a representative of the National Union of Hospital & Health Care Employees, RWDSU, AFL-CIO, 1199 (herein called the Charging Party or the Union), before that meeting. During the meeting a union organizing committee was formed. The committee included six employees. Three of the employees on the committee were Ronald Hollins, Nicholas Bojack, Jr., and Kevin Neville. The committee decided to circulate a petition among the employees for the purpose of showing the Union that the employees wanted to talk with the Union for the purpose of organizing.

On November 22, 1979, at a second meeting of the union organizing committee, the petition, which by that time had been typed and was ready for circulation among the employees, was distributed. Additionally, members of the committee were given literature from the Union to distribute to the employees.

On November 23, 1979, William Stanley, who is the president of all three Respondent Corporations, called employee Robert Underwood into his office. Stanley asked Underwood if another employee, Carl Zalfini, had approached him concerning union activities. Stanley admitted that, prior to calling Underwood into his office, he had discussions with Carl Zalfini in the company office regarding the possibility of Zalfini being engaged in organizing employees.

In early December, Stanley received what he described as a signed document which identified the employee members of the union committee. On December 12, Stanley called the members of that committee into his office. Stanley told the employees (members of the committee) that they were to cease and desist their organizing activities and, if they continued those activities, they would be terminated. Stanley said that the pay raises that were supposed to go into effect in January 1980 would have to be frozen because he needed the money to fight the NLRB and handle all the lawsuits coming about because of the committee's activities. Stanley told the committee members that, if they brought the Union in, all conditions would change drastically from having substations to being put on full time, 24 hours, in the ambulances.²

within the meaning of the National Labor Relations Act, as amended, which is engaged in providing of ambulance service in Pinellas County, Florida. Respondent admits, and I find, that during the calendar year ending December 31, 1979, it, in the course and conduct of its operations, derived gross revenues in excess of \$500,000, and during the same time period provided services valued in excess of \$50,000 for the city of St. Petersburg, Florida, which is directly engaged in interstate commerce. Respondent admits, and I find, that at all material times it was an employer engaged in commerce within the meaning of Sec. 2(2), (6), and (7) of the Act. The complaint alleges, Respondent admits, and I find, that the Charging Party (Union) is now, and has been at all times material herein, a labor organization within the meaning of Sec. 2(5) of the Act.

² Stanley admitted that he did call a meeting of members of the organizing committee during early December 1979. Stanley admitted that he made the "implication" to the employees that they were to cease and desist passing out union literature and that, if they continued to pass it out, they would be insubordinate and subject to discharge. Stanley also admitted telling the employees that he might have to delay effecting the proposed pay raise because of his expense in fighting their organization's activities. Stanley testified that he did not know whether he told the em-

Continued

¹ Neither the allegations regarding commerce nor the status of the Charging Party are in dispute. The complaint alleges, Respondent admits, and I find that SAS Ambulance Service, Inc., d/b/a Florida Ambulance Service; MSK Ambulance Service, Inc., d/b/a Atlas Ambulance Service; and LBJ Ambulance Service, Inc., d/b/a C & R Ambulance Service, constitute a single integrated business enterprise and a single employer

Also, on December 12, 1979, Stanley published a memorandum to all employees prohibiting the release of any information concerning Respondent to persons or organizations outside the Company. The memorandum indicated that anyone who violated that rule would be subject to immediate termination.

On December 14, 1979, Ronald Hollins asked Stanley about some literature of Hollins' that had been taken from Hollins' office. During their conversation Stanley told Hollins that he was the only one on the committee that seemed to be having problems obeying his cease-and-desist order in that Hollins was still bringing literature into the zone office. Stanley warned Hollins that if he did not cease and desist, he would be terminated.³ On December 17, 1979, William Stanley published another memorandum to all employees. The memorandum indicated that effective immediately no visitors would be permitted in the substations. The memorandum indicated that failure to comply with the new rule would subject the on-duty crew to disciplinary action. The memorandum closed with the statement "I regret this action is necessary, but do [sic] to the actions of a few employees, this action is imperative."

During the period approximately a week before Christmas 1979, Respondent held Christmas parties for its employees at the main office. Employee Mark Holmes testified that he overheard William Stanley talking to Supervisor Barry Mogil about pulling an ambulance away from zone 5 because he (Stanley) did not trust Nick Bojack. Holmes testified that he and his partner, Wayne Johnson, went to Stanley regarding the possibility that the ambulance, which was the ambulance used by Holmes as well as others, would be taken away from them. Holmes told Stanley that he did not believe anyone was sabotaging ambulances, especially Nick Bojack. Holmes testified that his conversation with Stanley turned to the memo which Stanley had issued on December 17 prohibiting visitors in the zone offices. Holmes testified that Stanley told him that "it was because of those six people, and that I should be upset with those six people because I'm one of the people that would be affected by the pay raise. That those six people have taken \$60 out of my pocket." Holmes testified that the six people Stanley was referring to were the members of the union organizational committee. Stanley told Holmes that the pay raises had been set up and that Holmes was one of the people that had been there long enough to receive the pay raise and that Holmes should be upset at those six people. Stanley also told Holmes that the removal of the visitation rights in the zone office had also been caused by those six people.

employees that he could make them stay in the ambulances during their entire shift.

In view of Stanley's testimony, and the testimony of employees Ronald Hollins and Nicholas Bojack regarding the December 12 meeting, I credit the employees' testimony that Stanley threatened them with discharge if they did not cease distributing union literature, threatened them with delay of a pay raise, and threatened them with imposition of poorer working conditions by requiring them to stay in the ambulance 24 hours a day because of their union organizing activities.

³ Stanley admitted telling Hollins that he was violating his orders by continuing to bring literature in the zone office and that, if Hollins continued, he could be fired for insubordination.

Ronald Hollins testified that during the Christmas party he attended, William Stanley told the employees, "Those of you who are upset or worried about the recent memo and visitations, don't worry about it. You can still have visitors as usual. It's just that a few persons in this Company—a few employees who are stirring up mud—that I had imposed this new policy."⁴

On January 3, 1980, Stanley held another meeting with the members of the organizing committee. According to the testimony of Stanley, during that meeting the employee members of the committee brought him a letter asking him to recognize "that group of individuals as a sole bargaining agent for the employees in the Company."

On January 8, 1980, several employees, including Ronald Hollins and Nicholas Bojack, Jr., passed out leaflets in downtown St. Petersburg. The leaflets read as follows:

**HELP
YOUR AMBULANCE
WORKERS!**

We answered your cry for help over 35,000 times in 1979.

Now we are calling on you for your help.

- 1.) Paramedics & R.E.M.T.'s work a 72 hour week (24 hr. shifts) with little or no sleep.
- 2.) We have poor working conditions, no showers or hot water in some offices.
- 3.) We are asked to drive unsafe ambulances.

The ambulance workers of Pinellas County want to give you the best care possible.

Please help us change these and other conditions by calling your civic leaders, county commissioners, mayor.

Your support is deeply needed and appreciated.

Thank you,
Ambulance Workers
of Pinellas County

On January 9, 1980, employees Hollins and Bojack were discharged for distributing the above-cited leaflet on January 8.

On Wednesday, May 7, 1980, employee Mark Holmes was in the office talking with Steve Hazell when William Stanley walked in. Stanley asked Holmes if he had received a subpoena. Stanley then said, "By the way, I have a bone to pick with you." Stanley asked Holmes' partner to leave the room. He then told Holmes that he had heard that Holmes had given a statement to the NLRB concerning a conversation that Stanley had with Holmes. Stanley said that the conversation they had was confidential and that Holmes should not have gone down

⁴ The testimony of Ronald Hollins, which I credit, indicates that prior to the issuance of the December 17, 1979, memorandum, the company policy was that employees were permitted to have visitors in their zone offices as long as they were not working, prior to 11 p.m.

there, that he wanted to give Holmes some advice. Stanley told Holmes that he had better be able to prove everything he had said because Stanley was going to categorically deny it all, and the burden of truth was on Holmes. Stanley told Holmes he was going to hit him with the biggest defamation of character lawsuit he had ever seen.⁵

Conclusions

A. The Discharges

The evidence is not in dispute that Hollins and Bojack were discharged because they distributed a handbill to the public on January 8. General Counsel argues first that Hollins' and Bojack's distribution activity was protected by Section 7 of the Act, and that their discharge was, therefore, violative of Section 8(a)(1). Secondly, General Counsel argues that Hollins and Bojack were discharged because of their union activity, which included the January 8 distribution of the handbill, and was, therefore, violative of Section 8(a)(3).

I find that the evidence clearly supports the General Counsel's arguments.

The leaflets which Bojack, Hollins, and several other employees distributed to the public on January 8 was an appeal for aid in improving working conditions. The leaflet begins with its caption, "Help Your Ambulance Workers!" In the second paragraph of the body of the leaflet, the objective of the leaflet is set out as, "Now we are calling on you for your help." The leaflet then lists three areas in which the employees contend they are experiencing problems. All three of those areas involve working conditions. The first paragraph (numbered "1") complains, "Paramedics & R.E.M.T.'s work a 72 hour week (24 hr. shifts) with little or no sleep." The second, "We have poor working conditions, no showers or hot water in some offices." The third, "We are asked to drive unsafe ambulances." At the next to last paragraph in the body, the leaflet states, "Please help us change these and other conditions by calling your civic leaders, county commissioners, mayor."

On cross-examination Ronald Hollins testified that through the leaflet the employees sought to have members of the public contact public officials who could then bring pressure on Respondent to improve their working conditions. Hollins testified that public officials could assist their cause because the city of St. Petersburg had a contract with Respondent for ambulance service. The law appears clear that Hollins' and Bojack's January 8

distribution activity is protected concerted activity,⁶ and I so find.

Respondent contends, however, that the leaflets distributed by Hollins and Bojack on January 8 were defamatory,⁷ and that their activity was not protected. Respondent cites *N.L.R.B. v. Local Union No. 1229, International Brotherhood of Electrical Workers, A.F.L. (Jefferson Standard Broadcasting Company)*, 346 U.S. 464, 476 (1953), in support of its argument. However, that case is distinguishable from the instant matter. In the *Jefferson Standard* case, no reference was made in the employees' handbills to a labor dispute or to poor working conditions. The Supreme Court held, "Their attack related itself to no labor practice of the company. It made no reference to wages, hours or working conditions. The policies attacked were those of finance and public relations for which management, not technicians, must be responsible."

The Board has distinguished the *Jefferson Standard* case from cases in which the employees' objective was to improve working conditions protected by the Act. *Richboro Community Mental Health Council, Inc.*, 242 NLRB 1267 (1979).

I find nothing in the January 8 leaflet, or in other evidence, which would justify my finding that Hollins and Bojack should be deprived of the protection of the Act. In considering Respondent's defamation argument, I notice that the leaflet did not mention Respondent. I also find that the evidence proves that the employees had a reasonable basis to believe that the facts contained in the leaflet were true.

Although Respondent offered evidence demonstrating it maintained a prudent maintenance and repair program for its ambulances, several employees testified that they were required to operate ambulances which they believed to be unsafe and on which they lodged complaints to Respondent.⁸

As to item 2, on the leaflet, there was no dispute to evidence that some of Respondent's stations lack showers. Regarding item 1, Respondent's general manager, Barry Mogil, admitted that that item could be true between December and April of each year. That was precisely the period (January 8) during which the leaflet was distributed.

The evidence is not in dispute that the union committee called the Union and secured the Union's authorization to distribute the January 8 handbill. I find that by distributing the handbill Hollins and Bojack were engaged in furtherance of their union activities. I also find

⁵ Holmes' testimony in this regard was substantially corroborated by Respondent's assistant general manager, William Hazell. According to Hazell, Stanley told Holmes that he had notification that Holmes had given a statement to the National Labor Relations Board and that Stanley had knowledge of the contents of that statement. Stanley advised Holmes that he disputed what Holmes had given in testimony. Stanley told Holmes that he had given an incorrect statement to the National Labor Relations Board. Holmes replied that all he had done was tell the truth. Stanley stated that it was not the truth, that it did not happen, and that Holmes had best be able to prove that it had happened. Stanley said to Holmes that, by giving a false statement like that, it leaves you vulnerable for a lawsuit.

⁶ *Community Hospital of Roanoke Valley, Inc.*, 220 NLRB 217 (1975); *Veeder-Root Company, a Division of Western Pacific Industries, Inc.*, 237 NLRB 1175 (1978); *Golden Day Schools, Inc.*, 236 NLRB 1292 (1978).

⁷ In support of its "defamatory" argument, Respondent points to several newspaper articles which, among other things, levied additional complaints against Respondent. One of those additional complaints was that Respondent's stations were rat and roach infested. I have considered those newspaper articles, which I received in evidence, in reaching my decision herein. However, I specifically find that the evidence does not prove that either Hollins or Bojack were responsible for the printing of any of the articles or for supplying facts contained in the articles.

⁸ I credit the testimony of employees Bojack, Neville, Hollins, and Holmes in that regard. No credible rebuttal was offered to their specific testimony regarding the operation of unsafe ambulances.

that the evidence establishes that Respondent was fully aware of those activities. By learning of the January 8 activities, Respondent became aware that Hollins and Bojack were engaged in both concerted and union activities.

Therefore, I find that by discharging Hollins and Bojack because of that activity, Respondent violated both Section 8(a)(1) and Section 8(a)(3) and, derivatively, Section 8(a)(1).

B. The Remaining 8(a)(1) Allegations

1. The alleged November 23 interrogation

On November 23, William Stanley called employee Rogert Underwood into his office and asked Underwood if Carl Zalfini had approached Underwood concerning union activities. Underwood was given no assurances that he would not suffer because of his answer or that he was free to engage in union activities if he desired. Underwood was not told why he was being questioned. Nor was Underwood told that he could refuse to respond to Stanley's questions, and that such a refusal would not be held against him.⁹

In view of the entire record, and in view of my other findings herein, I find that Respondent violated Section 8(a)(1) by interrogating Underwood.

2. The December allegations

William Stanley met with the employee members of the union organizing committee on December 12.

During that meeting Stanley told the employees to cease and desist their union activities on penalty of discharge. Subsequently, on or about December 14, Stanley told employee Ronald Hollins that he was having problems obeying Stanley's cease-and-desist order, and that Hollins was still bringing literature into the zone office. Hollins was told that if he did not cease that activity, he would be discharged.

I find that Stanley engaged in conduct violative of Section 8(a)(1), by requiring employees to cease their union activities and by threatening employees with discharge if they did not stop their union activities.

I also find that Stanley, on December 12, threatened the committee members that working conditions could be worse with a union, that he could require them to stay in their ambulances 24 hours a day rather than in a zone office. I find that statement violates Section 8(a)(1).

Stanley threatened the committee members that the pay raises scheduled for 1980 would not be granted because of expenses necessitated by their union activities. During Respondent's Christmas party, Stanley threatened employee Mark Holmes that the union committee employees had cost him his pay raise. By threatening its employees with loss of their 1980 pay increases because of its employees' union activities, Respondent violated Section 8(a)(1).

On December 12, Respondent published a memo prohibiting the employees from releasing any information concerning Respondent to persons or organizations outside the Company. In the context of the occurrences on

that day and before, I find that rule was designed to limit the employees' union and concerted activities by prohibiting them from contacting unions or other outside agencies. Therefore, I find that memo constitutes action violative of Section 8(a)(1).

Respondent's December 17 memo prohibiting visitors in the zone offices constitutes a change during an organizing campaign which was designed to limit, or which had the reasonably foreseeable consequence of limiting, employee associations for union and concerted activities. Additionally, by stating in the memo that its action resulted because of the actions of a few people and, thereafter, at the Christmas party by telling employees that the memo resulted from the union committee's actions, Respondent sought to interfere with its employees' union activities. I find in agreement with the General Counsel that, by issuing that memo, Respondent violated Section 8(a)(1).

C. The 8(a)(4) Allegation

Stanley's statements to employee Mark Holmes on May 7, 1980, constitute action violative of the Act. I fail to see any reason why Stanley would chastise Holmes in the company office for giving a statement to the NLRB, other than to discourage such activity by employees. By threatening Holmes with a lawsuit, Stanley engaged in activity designed to cause Holmes to cease to cooperate with the Regional Office or, at the very least, to water down his testimony regarding Stanley. I find that Stanley's actions violated Section 8(a)(1).¹⁰

CONCLUSIONS OF LAW

1. SAS Ambulance Service, Inc., d/b/a Florida Ambulance Service; MSK Ambulance Service, Inc., d/b/a Atlas Ambulance Service; and LBJ Ambulance Service, Inc., d/b/a C & R Ambulance Service, constitute a single integrated business enterprise and is a single employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. SAS Ambulance Workers Organizing Committee, 1199, National Union of Hospital & Health Care Employees, RWDSU, AFL-CIO, is a labor organization within the meaning of Section 2(5) of the Act.

3. Respondent, by interrogating its employee concerning its employees' union activities; by informing its employees to cease and desist their union activities; by threatening its employees with discharge if they did not cease and desist their union activities; by threatening its employees to make their working conditions worse by requiring them to stay in their ambulances 24 hours a day rather than in a zone office because of their union activities; by telling its employees that they would not receive a planned wage increase because of their union activities; by prohibiting its employees from contacting persons or organizations outside the Company because of its employees' union activities; by prohibiting its employees from having visitors at their zone stations because of

⁹ *Johnnie's Poultry Co.*, 146 NLRB 770 (1964).

¹⁰ However, no evidence was offered showing that Respondent discharged or otherwise discriminated against Holmes. Therefore, I do not find that Respondent violated Sec. 8(a)(4) of the Act.

their union activities; by criticizing its employee because he cooperated with the Regional Office of the National Labor Relations Board, and by threatening that employee with a lawsuit because of his cooperation with the National Labor Relations Board, has engaged in, and is engaging in, unfair labor practices within the meaning of Section 8(a)(1) of the Act.

4. Respondent, by discharging its employees Ronald Hollins and Nicholas Bojack, and thereafter failing and refusing, and continuing to fail and refuse, to reinstate them, because of their concerted activities and their union activities, has engaged in, and is engaging in, unfair labor practices within the meaning of Section 8(a)(1) and (3) of the Act.

5. Respondent did not engage in unfair labor practices in violation of Section 8(a)(1) of the Act, as alleged in the complaint, as amended.

The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.

THE REMEDY

Having found that Respondent has engaged in unfair labor practices, I shall recommend that it be ordered to cease and desist therefrom and to take certain affirmative action designed to effectuate the policies of the Act.

As I have found that Respondent unlawfully discharged Ronald Hollins and Nicholas Bojack, I shall recommend that Respondent be ordered to offer them immediate and full reinstatement to their former jobs or, if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or other rights and privileges. I shall further recommend that Respondent be ordered to make Ronald Hollins and Nicholas Bojack whole for any loss of earnings they may have suffered as a result of the discrimination against them. Backpay should be computed as described in *F. W. Woolworth Company*, 90 NLRB 289 (1950), with interest as prescribed in *Florida Steel Corporation*, 231 NLRB 651 (1977).¹¹

Upon the foregoing findings of fact, conclusions of law, and the entire record, and pursuant to Section 10(c) of the Act, I hereby issue the following recommended:

ORDER¹²

The Respondent, SAS Ambulance Service, Inc., d/b/a Florida Ambulance Service; MSK Ambulance Service, Inc., d/b/a Atlas Ambulance Service; and LBJ Ambulance Service, Inc., d/b/a C & R Ambulance Service, Pinellas, Florida, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Interfering with, restraining, and coercing employees in the exercise of the rights guaranteed them in Section 7 of the Act, in violation of Section 8(a)(1) of the Act, by interrogating its employee concerning its employees' union activities; by informing its employees to cease and desist their union activities; by threatening its employees with discharge if they did not cease and desist their union activities; by threatening its employees to make their working conditions worse by requiring them to stay in their ambulances 24 hours a day rather than in a zone office because of their union activities; by telling its employees that they would not receive a planned wage increase because of their union activities; by prohibiting its employees from contacting persons or organizations outside the Company because of its employees' union activities; by prohibiting its employees from having visitors at their zone stations because of their union activities; and by criticizing an employee because he cooperated with the Regional Office of the National Labor Relations Board and by threatening that employee with a lawsuit because of his cooperation with the National Labor Relations Board.

(b) Discharging and thereafter failing and refusing to reinstate its employees because of their concerted activities or union activities.

(c) In any other manner interfering with, restraining, or coercing employees in the exercise of their rights to self-organization, to form, join, or assist a labor organization, or to refrain from any and all such activities.

2. Take the following affirmative action necessary to effectuate the policies of the Act:

(a) Offer Ronald Hollins and Nicholas Bojack immediate and full reinstatement to their former jobs or, if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or other rights and privileges; and make Hollins and Bojack whole for any loss of earnings they may have suffered as a result of the discrimination against them, in the manner set forth in the section of this Decision entitled "The Remedy."

(b) Post at its facilities in Pinellas County, Florida, including its main office and all its zone offices, copies of the attached notice marked "Appendix."¹³ Copies of said notice, on forms provided by the Regional Director for Region 12, after being duly signed by an authorized representative, shall be posted by Respondent immediately upon receipt thereof, and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to insure that said notices are not altered, defaced, or covered by any other material.

(c) Notify the Regional Director for Region 12, in writing, within 20 days from the date of this Order, what steps Respondent has taken to comply herewith.

¹¹ See, generally, *Isis Plumbing & Heating Co.*, 138 NLRB 716 (1962).

¹² In the event no exceptions are filed as provided by Sec. 102.46 of the Rules and Regulations of the National Labor Relations Board, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules and Regulations, be adopted by the Board and become its findings, conclusions, and Order, and all objections thereto shall be deemed waived for all purposes.

¹³ In the event that this Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeal Enforcing an Order of the National Labor Relations Board."